



# Corrections and Community Supervision

## INVITATION FOR BIDS (IFB) #2020- 14

### ELECTRICAL SWITCHGEAR TESTING

<u>Issue Date:</u>	5/28/2020
<u>Site Visit Date &amp; Time:</u>	6/11/2020 @ 10:00 AM
<u>Bidder Questions Due:</u>	6/18/2020
<u>DOCCS' Response to Written Questions:</u>	On or about 6/24/2020
<u>Bid Due Date &amp; Time:</u>	7/2/2020 by 3:00 PM

**CONTRACT PERIOD: 1 YEAR**

**IMPORTANT: SEE NOTICE TO BIDDERS CLAUSES HEREIN**

**E-Mail or Facsimile Bid Submissions are NOT Acceptable**

#### **Designated Contact**

Name: Mitzie Rowe, CMS Trainee 2  
Phone: (518) 436-7886 ext. 3135  
Email: [dccscontracts@dccs.ny.gov](mailto:dccscontracts@dccs.ny.gov)

#### **Alternate Designated Contact**

Name: Joanne C. Hughes, CMS3  
Phone: (518) (518) 436-7886 ext. 3100  
Email: [dccscontracts@dccs.ny.gov](mailto:dccscontracts@dccs.ny.gov)

Lakeview Shock Incarceration Correctional Facility, 9300 Lake Avenue, P.O. Box T, Brocton, NY  
14716 | [www.dccs.ny.gov](http://www.dccs.ny.gov)

**BID SIGNATURE PAGE**

The bid must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with DOCCS procedures relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b). Bidders are requested to retain Appendix A and Appendix B for future reference.

Procurement Lobbying information may be accessed at: <https://ogs.ny.gov/acpl/>

Legal Business Name of Company Bidding:		NYS Vendor Identification Number: (see NYS vendor file registration clause)	
D/B/A – Doing Business As (if applicable):		Federal Tax Identification Number: (Do Not Use Social Security Number)	
Street	City	State	Zip
		County	
If applicable, place an “x” in the appropriate box(es) <i>(check all that apply)</i>			
<input type="checkbox"/> NYS Small Business # Employees _____	<input type="checkbox"/> NYS Certified Minority-Owned Business Enterprise (MBE)	<input type="checkbox"/> NYS Certified Woman-Owned Business Enterprise (WBE)	<input type="checkbox"/> NYS Certified Service Disabled Veteran Owned Business (SDVOB)
Vendor Responsibility Questionnaire Filed Online: ____ Yes ____ No If Yes, has Bidder certified or recertified the Vendor Responsibility Questionnaire no more than six (6) months prior to the bid opening date? ____ Yes ____ No  Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? ____ Yes ____ No  Does your bid proposal meet all the requirements of this solicitation? ____ Yes ____ No			
If you are not bidding, place an “x” in the box and return this page only.  <input type="checkbox"/> WE ARE NOT BIDDING AT THIS TIME BECAUSE: _____ _____			
Phone:		Toll Free Phone:	
Email Address:		Company Web Site:	
Bidder's Signature:		Printed or Typed Name:	
Date:		Title:	

**RETURN THIS PAGE AS PART OF THE BID**



**CHECKLIST FOR IFB # 2020-14**

All bidders must complete the checklist presented below and submit the following forms listed in the checklist as required for each bid submission.

**SUBMISSION DOCUMENTS PACKAGE (SIGNATURES REQUIRED)**

- This Checklist
- Completed Bid Signature Page (pages 2-3)
  - Bidder's Federal Tax Identification Number
  - NYS Vendor Identification Number
  - Bidder's Signature
  - Individual, Corporation, Partnership, or LLC Acknowledgement (*must be notarized*)
- MWBE / EEO / SDVOB Forms as applicable (see pages 8-12)  
Forms available at: <https://doccs.ny.gov/procurement-opportunities>
- Vendor Responsibility Questionnaire – Check one of the following:
  - Paper Submission
  - OR**
  - Electronic Filing - Certified Date: \_\_\_\_\_  
*(Must be certified within the last 6 months)*
- Certificate of Insurance
- Proof of Compliance with Workers' Compensation Coverage Requirements
- Proof of Compliance with Disability Benefits Coverage Requirements  
*(Note: If the above 3 items are not submitted with bid, a tentative awardee shall provide this documentation upon notification from DOCCS)*
- Bid Price Page (page 31)
- Notes to Bidders and Questions (pages 32-34)
- Procurement Lobbying Certification (page 37)
- NYS Required Certifications: EO 177 & State Finance Law § 139-I (page 36)
- Vendor Assurance of No Conflict of Interest or Detrimental Effect (page 37)
- Contractor Certification Forms (*Must Be Notarized*) (page 38)
  - Form ST-220-CA
- A copy of vendor's complete bid package on a USB device and two hardcopy originals

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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GENERAL INFORMATION

**IMPORTANT NOTICE TO POTENTIAL BIDDERS:** Receipt of these bid documents does not indicate that the NYS Department of Corrections and Community Supervision (DOCCS) – Lakeview Shock Incarceration Correctional Facility has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

**NOTICE TO BIDDERS:**

The **Lakeview Shock Incarceration Correctional Facility** – Business Office will receive bids pursuant to the provisions of Article XI of the State Finance Law or the provisions of the State Printing and Public Documents Law. The following procedures shall be used for bid submittals:

**1. BID PREPARATION**

Prepare your bid on this form using indelible ink. Print the name of your company on each page of the bid in the block provided. **One copy on a USB device, and two hardcopy originals are required**, unless otherwise specified herein.

**2. BID SUBMISSION**

When submitting your bid, please submit complete original bid package, including all bidder questions and required certifications. You are not required to return Appendix A and Appendix B to this office. You may keep all those pages for your own reference.

**3. BID DELIVERY**

**Bidders assume all risks for timely, properly submitted deliveries.** Bidders are strongly encouraged to arrange for delivery of bids to **Lakeview Shock Incarceration Correctional Facility** **prior to** the date of the bid opening. **LATE BIDS may be rejected. E-mail bid submissions are not acceptable and will not be considered.**

- **Bid envelopes**

The envelope containing a bid should be clearly marked "**BID ENCLOSED**" and state the **Bid Number, Bid Opening Date, and Time**. Failure to complete all information on the bid envelope may necessitate the premature opening of the bid and may compromise confidentiality. See "Bid Submission" in Appendix B, General Specifications. Bids shall be delivered to:

State of New York  
Department of Corrections and Community Supervision  
Attn: Mitzie Rowe, CMS Trainee 2  
550 Broadway  
Menands, NY 12204  
IFB #2020-14

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- **FAX transmittals**

Facsimile transmittals are NOT acceptable for this solicitation.

- **Hand deliveries**

Bidders must allow extra time to comply with the security procedures which may be in effect when hand delivering bids or using deliveries by independent courier services. **Bidders assume all risks for timely, properly submitted deliveries.**

**4. IMPORTANT BUILDING ACCESS PROCEDURES**

**Bidders attending bid openings must pre-register for building access by contacting DOCCS Contract Procurement Unit by email at [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov) at least 24 hours prior to bid opening.** To access the facility, all visitors must check in by presenting valid photo identification. Vendors who intend to deliver bids should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time.

GENERAL INFORMATION

## NON-COLLUSIVE BIDDING CERTIFICATION:

**(Reference: State Finance Law Section 139-d and Appendix A, Clause 7)**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

In the event that the bidder is unable to certify as stated above, the bidder shall provide a signed statement which sets forth in detail the reasons why the bidder is unable to furnish the certificate as required in accordance with State Finance Law Section 139-d(1)(b).

## INQUIRIES / ISSUING OFFICE:

All inquiries concerning this specification will be addressed to the following **Designated Contact**:

**PRIMARY CONTACT**

Name: Mitzie Rowe, CMS Trainee 2  
Phone: (518) 436-7886 ext. 3135  
Email: [doccscontracts@doocs.ny.gov](mailto:doccscontracts@doocs.ny.gov)

**SECONDARY CONTACT**

Name: Joanne C. Hughes, CMS 3  
Phone: (518) (518) 436-7886 ext. 3100  
Email: [doccscontracts@doocs.ny.gov](mailto:doccscontracts@doocs.ny.gov)

**Contacting someone else may result in rejection of bid – see “Procurement Lobbying Act”.**

All questions should be submitted in writing no later than **6/18/2020**, citing the particular bid section and paragraph number. The prospective bidder should notify the DESIGNATED CONTACT of any term, condition, etc., that precludes the vendor from submitting a compliant, responsive bid. Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Bidders entering into a contract with the State are expected to comply with **all** the terms and conditions contained herein. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

## PROCUREMENT LOBBYING ACT:

## SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between NYSDOCCS – **Lakeview Shock Incarceration Correctional Facility** and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by NYSDOCCS – **Lakeview Shock Incarceration Correctional Facility**, and if applicable, the Office of General Services, and/or the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. NYSDOCCS – **Lakeview Shock Incarceration Correctional Facility** employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the website:

<http://ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html>.

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GENERAL INFORMATION

## PROCUREMENT LOBBYING TERMINATION:

NYSDOCCS – **Lakeview Shock Incarceration Correctional Facility** reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, NYSDOCCS – **Lakeview Shock Incarceration Correctional Facility** may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

## DISPUTE RESOLUTION POLICY:

It is the policy of the NYSDOCCS – **Lakeview Shock Incarceration Correctional Facility** and the Office of the State Comptroller to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYS bid solicitations or contract awards. NYSDOCCS – **Lakeview Shock Incarceration Correctional Facility** and the Office of the State Comptroller encourages vendors to seek resolution of disputes through consultation with NYSDOCCS – **Lakeview Shock Incarceration Correctional Facility** staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

## TAX LAW § 5-A:

TAX LAW § 5-A Amended April 26, 2006 (Appendix 2):

Tax Law § 5-a, as amended on April 26, 2006, requires certain contractors who are awarded state contracts for commodities and/or services valued at more than \$100,000 (over the full term of the contract, excluding renewals) to certify to the Department of Taxation and Finance (DTF) they are registered to collect New York State (NYS) and local sales and compensating use taxes. The law applies to contracts where the total amount of the contractor's sales delivered into NYS exceed \$300,000 for the four quarterly periods immediately preceding the quarterly period when the certification is made; and with respect to any affiliates and subcontractors whose sales delivered into NYS also exceed \$300,000 in the same manner as noted above for the contractor.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax. The contractors must certify to DTF that each affiliate and subcontractor exceeding the sales threshold is registered with DTF to collect such State and local sales and compensating use taxes. The law prohibits the Comptroller, or other approving agency, from approving a contract to a vendor who is not registered in accordance with the law.

There are two (2) Contractor certification forms, with instructions, required for this bid. **Form ST-220-TD is to be submitted directly to DTF. Submission to DTF is a one-time occurrence. If you have already submitted this form to DTF for other bidding opportunities, you do not need to submit the form attached to this bid. If, however, any certification information changes, a new ST-220-TD must be filed with DTF. Form ST-220-CA must be completed and submitted with this bid. This form certifies to the procuring agency that the contractor has filed ST-220-TD with DTF in compliance with the law.**

Bidders should complete and submit the certification forms within two business days of request (if the forms are not submitted to DTF and/or returned with bid). Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law, as failure to do so may render a bidder non-responsive and non-responsible.

Vendors may call DTF at 1-800-698-2909 for any and all questions relating to Tax Law § 5-a and relating to a company's registration status with DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov>

## TERMINATION FOR VIOLATION OF Revised Tax Law 5a:

NYS DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with § 5-a of the Tax Law is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, (facility name) may exercise its termination right by providing written notification to the Contractor.

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GENERAL INFORMATION

## MERCURY-ADDED CONSUMER PRODUCTS:

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>

## DEBRIEFING:

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by DOCCS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

## APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated October 2019, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference.**

## APPENDIX B:

Appendix B, General Specifications (Commodities and Non-Technology Services), dated August 2012, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. **Please retain this document for future reference.**

## CONFLICT OF TERMS AND CONDITIONS:

Conflicts between documents shall be resolved in the following order of precedence:

- a) Appendix A
- b) Contract resulting from this Invitation for Bid
- c) This Invitation for Bid
- d) Appendix B
- e) Bidder's Bid

**CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

New York State Law: Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations DOCCS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of DOCCS contracts.

**Business Participation Opportunities for MWBEs**

**For purposes of this procurement, DOCCS has determined that the contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded contractor.** Contractor is encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (MWBE) on this contract for the provision of services or materials. To locate New York State Certified MWBEs, the directory of Certified Businesses can be viewed at: <https://ny.newnycontracts.com>.

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GENERAL INFORMATION**Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the bidder agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The bidder is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the bidder, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The bidder will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement to DOCCS with its bid or proposal.

If awarded a Contract, bidder shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by DOCCS on a **quarterly** basis as required during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

**PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. DOCCS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOCCS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, DOCCS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

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### GENERAL INFORMATION

#### EXECUTIVE ORDER NUMBER 177

Bidders must review Executive Order 177 prior to submitting bids. You may access the executive order on the Governor's website: <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/EO177.pdf>

Bidders shall complete the EO177 Certification form located within this IFB as evidence of compliance with the foregoing and submit with bid.

#### SEXUAL HARASSMENT PREVENTION

Pursuant to New York State Finance Law § 139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of New York State Labor Law § 201-g: <https://www.nysenate.gov/legislation/laws/LAB/201-G>

New York State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of New York State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>

Pursuant to New York State Finance Law § 139-I, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, DOCCS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

#### FREEDOM OF INFORMATION LAW / TRADE SECRETS

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exemption would be effective both during and after the evaluation process.

Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, you must submit a request to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be exempt from disclosure and must be provided at the time of submission of the subject information. Upon notification from DOCCS, Bidders/Contractors must provide a redacted version of the records they wish to be exempted from release.

Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

#### NEW YORK STATE VENDOR FILE REGISTRATION

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company and to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Bid Signature Page. Authorized resellers already registered should list the ten-digit vendor ID number along with the authorized reseller information.

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### GENERAL INFORMATION

If the Bidder is not currently registered in the Vendor File and is recommended for award, DOCCS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to the Office of General Services Business Services Center. The Office of General Services Business Services Center will initiate the vendor registration process for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: [http://www.osc.state.ny.us/vendor\\_management](http://www.osc.state.ny.us/vendor_management)  
Form to be completed: [https://www.osc.state.ny.us/vendors/forms/ac3237s\\_fe.pdf](https://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf)

### NYS VENDOR RESPONSIBILITY QUESTIONNAIRE

DOCCS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the "Questionnaire." The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

DOCCS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Welcome Package for Vendors available at the Office of the State Comptroller's (OSC) website, [http://www.osc.state.ny.us/vendrep/documents/system/welcome\\_package.pdf](http://www.osc.state.ny.us/vendrep/documents/system/welcome_package.pdf) or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at: <http://www.osc.state.ny.us/portal/contactbuss.htm>.

Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm)

The Contractor must remain a responsible vendor throughout the duration of the contract and, if at any time the Contractor is found to be not responsible or there is a question as to the vendor's responsibility, any activities pursuant to the contract may be suspended. Finally, the contract may be terminated following a finding of non-responsibility.

To assist the State in determining the responsibility of the Bidder, the Bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date.

A Bidder's Questionnaire cannot be viewed by DOCCS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, DOCCS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The DOCCS Commissioner or his designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the DOCCS Commissioner or his designee issues a written notice authorizing a resumption of performance under the Contract.

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## CONFLICT OF INTEREST:

Bidder must disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this IFB. If a conflict does or might exist, please describe how your Staffing Firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

Additionally, a bidder will be required to submit the **Vendor Assurance of No Conflict of Interest or Detrimental Effect** form located within this IFB as evidence of compliance with the foregoing.

## PUBLIC OFFICERS LAW:

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

## ETHICS REQUIREMENTS:

The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

## SUBCONTRACTING:

The Contractor agrees not to subcontract any of its services, unless as indicated in its bid, without the prior written approval of the DOCCS. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor may arrange for a portion/s of its responsibilities to be subcontracted to qualified, responsible subcontractors, subject to approval of the DOCCS. If the Contractor determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance must be fully explained by the Contractor to the DOCCS. As part of this explanation, the subcontractor must submit to the DOCCS a completed *Vendor Assurance of No Conflict of Interest or Detrimental Effect* form, as required by the Contractor prior to execution of a contract.

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The Contractor retains ultimate responsibility for all services performed under a contract.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this IFB. Unless waived in writing by DOCCS, all subcontracts between the Contractor and subcontractors shall expressly name DOCCS as the sole intended third party beneficiary of such subcontract. DOCCS reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make DOCCS a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against DOCCS.

DOCCS reserves the right, at any time during the contract term to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this IFB.

The Contractor shall give DOCCS immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under a contract. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of a contract.

If at any time during performance under the contract the total compensation to a subcontractor exceeds or is expected to exceed \$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

**PRICING:**

The Bid amounts shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs regardless of the amount of time required or the number of visits made to the site.

Contractor is to provide an annual Base Bid for all labor, material, equipment, and all other ancillary cost required to service every piece of equipment which requires inspection, testing, maintenance and corrective repairs. Contractor will also provide a bid price for a one-time Arc Flash Safety Awareness Training. In addition, the Contractor will provide a "time and materials" cost for any work not covered in the base bid scope. The time and materials portion of the bid shall be represented as an hourly rate for labor, and a percent markup over the Contractor's cost for parts and materials. For evaluation purposes, an estimated number of hours and an estimated dollar value of materials and parts will be used on the bid price page. These are estimated figures only and the Contractor will be paid only for the actual, fair and reasonable time or materials that are utilized.

Bidder shall submit a completed Bid Price Page. Each item must be complete with no lines omitted. Bidder shall not provide alternative pricing or deviate from the Bid Price Page. Alternative pricing methodologies will not be considered and may result in the rejection of the bid.

**METHOD OF AWARD:**

Award shall be made by **Grand Total** to the lowest responsive and responsible bidder.

**EQUAL LOW BIDS (TIE BIDS):**

(a) DOCCS shall resolve a tie bid in the following order of priority when two or more low bids are equal in all respects:

- 1) Certified New York State Minority or Woman Owned Business Enterprise (MWBE)
- 2) Certified New York State Service-Disabled Veteran Owned Business (SDVOB)
- 3) Certified New York State Disadvantaged Business Enterprise (DBE)
- 4) Small New York State Business
- 5) New York State Vendor
- 6) Small Business (other than located in New York State)
- 7) Previous Vendor

(b) If two or more bidders still remain equally eligible after application of paragraph (a) of this section, award shall be made through a drawing limited to those bidders. The drawing shall be witnessed by at least three persons, and the contract file shall contain the names and addresses of the witnesses and the person supervising the drawing.

**MINOR DEVIATIONS (s)/MINOR TECHNICALITY:**

DOCCS reserves the right to have the flexibility to consider bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the

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solicitation. The flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a contract is threatened due to a minor technicality or a minor deviation.

**“OR EQUAL”:**

The State reserves the right to determine if a product/service is ‘equal’ to bid specifications. Bids with minor deviations or technicalities may be waived if consistent with the intent and scope of the solicitation. The flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a contract is threatened due to a minor technicality or a minor deviation.

**CONTRACT PAYMENTS:**

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner’s sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller’s procedures to authorize electric payments. Authorization forms are available at the State Comptroller’s website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State’s implementation of a Statewide Financial System (SFS), the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

**BILLING:**

Payment will be based on an invoice used in the supplier’s normal course of business. Each company invoice must be itemized and include the following information:

1. A unique invoice number
2. NYS Contract Number
3. Contractor’s New York State Supplier (Vendor) ID
4. Purchase Order Number
5. PO Line Number and Description

Invoices without the above stated information will be returned to Contractor to be completed as required in the paragraph above. Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by DOCCS.

All Invoices are to be submitted for payment to:

**Business Service Center Accounts Payable -or- [accounts payable@ogs.ny.gov](mailto:accounts payable@ogs.ny.gov)**  
**1220 Washington Ave., Building 5, 5th Floor**  
**Albany, NY 12226**

**INTEREST:**

Interest on late payment is governed by State Finance Law, Section 179-M.

**ESTIMATED/SPECIFIC QUANTITIES:**

The quantities or dollar values listed are estimated only. See "Estimated/Specific Quantity Contracts" in Appendix B, General Specifications.

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It is the intention of the State to enter into a contract for a period of one (1) year as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two-month period, the State reserves the right to proceed with an award to another bidder.

**REJECTION:**

The State reserves the right to reject an obviously unbalanced bid or to make "NO AWARD" on individual listings or sub-items if individual bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. In such case, ranking and evaluation of bids may be made on remaining items. Award would be made on the remaining items. The determination of an unbalanced bid shall be at the sole discretion of the State. Options contained in this paragraph shall also be at the State's sole discretion.

**CANCELLATION FOR CAUSE AND CONVENIENCE:**

This agreement may be terminated by mutual agreement upon thirty (30) days written notice. Also, **Lakeview Shock Incarceration Correctional Facility** may terminate the agreement immediately for cause, upon written notice, if the contractor fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures of the State of New York affecting this agreement.

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least thirty (30) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 30-day discretionary cancellation or cancellation for cause by the respective user Agencies.

**QUALIFICATION OF BIDDER:**

Bidder must maintain a business establishment with adequate inventory of the product offered, and must be capable of processing and shipping order.

DOCCS may require a certificate from the bidder showing the number of years the bidder has been active in selling the product offered and the size and location of the inventory regularly maintained.

Bids will be accepted only from established manufacturers or their authorized dealers. Any dealer submitting a bid hereby guarantees that it is an authorized dealer of the manufacturer, that the manufacturer has agreed to supply the dealer with product required by the dealer in fulfillment of its obligation under resultant contract with the State, and that it will provide a certificate from the manufacturer acknowledging this level of support, if requested.

DOCCS reserves the right to investigate or make any inquiry into the capabilities of any bidder to properly perform under any resultant contract. See "Performance Qualifications," "Disqualification for Past Performance" and "Employees/Subcontractors/Agents" in Appendix B, Specifications.

**PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS:**

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" could be grounds for a determination of vendor non-responsibility and rejection of bid. If you have any questions or to obtain Prevailing Wage Rates please contact the NYS Department of Labor, Bureau of Public Works at [www.labor.ny.gov](http://www.labor.ny.gov)

**The applicable prevailing wage rate schedule for this project is PRC# 2020005533**

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## CERTIFICATE OF INSURANCE:

Bidders must have the necessary insurance to comply with New York State requirements. **A copy of that insurance certificate shall be submitted from the successful bidder.**

Prior to providing any service to the State of New York, the bidder must provide another copy of the insurance certificate naming the State of New York and New York State Department of Corrections and Community Supervision as "additional named insured" in its liability policy.

## WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS:

Workers' Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts document it has appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of your bid or renewal.

**1. Proof of Compliance with Workers' Compensation Coverage Requirements:**

**An ACORD form is NOT acceptable proof of workers' compensation coverage.** In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, a contractor shall:

- A) Be legally exempt from obtaining Workers' Compensation insurance coverage; or
- B) Obtain such coverage from an insurance carrier; or
- C) Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to DOCCS at the time of bid submission or shortly after the opening of bids:

- A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov)); (Reference applicable IFB# on the form.)
- B) Certificate of Workers' Compensation Insurance:
  - 1) Form C-105.2 (9/07) if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the New York State Office of General Services, or
  - 2) Form U-26.3 if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to **Lakeview Shock Incarceration Correctional Facility**.
- C) Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.
- D) Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the contractor's Group Self-Insurance Administrator.

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**2. Proof of Compliance with Disability Benefits Coverage Requirements:**

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, a contractor shall:

- A) Be legally exempt from obtaining disability benefits coverage; or
- B) Obtain such coverage from an insurance carrier; or
- C) Be a Board-approved self-insured employer.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to DOCCS at the time of bid submission or shortly after the opening of bids:

- A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov)); (Reference applicable IFB # on the form.)
- B) Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services; or
- C) Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

**ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME: Lakeview Shock Incarceration Correctional Facility, 9300 Lake Avenue, P.O. Box T, Brocton, NY 14716 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder)**

**Workers' Compensation -** <http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp>

**Disability Benefits -** <http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp>

**Exemption -** [http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

**REFERENCES:**

As per the "Vendor Responsibility Disclosure" clause, bidders may be required to provide references of the bidder's largest customers. References shall be commercial or governmental accounts, and should demonstrate the ability of the vendor to perform jobs similar in scope to the size, nature and complexity of the outlined bid. The references shall include the:

- Name, address, contact person, telephone number, fax number, and number of years bidder has serviced the referenced account;
- Volume of business performed within the past three years for each referenced account.

**FINANCIAL STABILITY:**

As per the "Vendor Responsibility Disclosure" clause, bidder may be required to document its ability to service a contract with dollar sales volume similar to scope of this bid through submission of financial statements documenting past sales history. The bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. The state reserves the right to request additional documentation from the bidder and to request reports on financial stability from independent financial rating services. The state reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.

**USE OF RECYCLED OR REMANUFACTURED MATERIALS:**

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications

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contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when re-manufacturer does not offer new equipment. See "Recycled or Recovered Materials" in Appendix B, General Specifications.

**EPA ENERGY STAR PROGRAM:**

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort and requires all products offered to comply with EPA Energy Star guidelines for energy efficiency. The State may discontinue use of and/or delete from contract selected products as mandated by any NYS energy legislation that is enacted during the term of this contract. The contractor shall have no recourse with the State for such discontinuance/deletion.

**PREFERRED SOURCE NOTE:**

All bidders should note that certain legally established preferred source suppliers, such as Correctional Industries (Corcraft), New York State Preferred Source Program For People Who Are Blind, and NYS Industries for the Disabled have expressed an interest in supplying products/services covered by this solicitation. Therefore, one or more of these suppliers may be designated as a "Preferred Source" and as a result, we may issue no award for the products/services affected.

**GENERAL REQUIREMENTS**

The Bidder agrees:

1. to adhere to all State and Federal laws and regulations in connection with the contract; and,
2. to notify DOCCS of any changes in the legal status or principal ownership of the firm, forty-five (45) days in advance of said change.
3. that in any contract resulting from this IFB, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action; and,
4. that any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of DOCCS.
5. that for reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
6. that the Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
7. that the Commissioner of DOCCS will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
8. that should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of DOCCS.
9. **Inspection** – For purposes of any contract resulting from this IFB, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner DOCCS may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.

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10. **Stop Work Order** - The Commissioner of DOCCS reserves the right to stop the work covered by this IFB and any contract(s) resulting therefrom at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, DOCCS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that DOCCS issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
11. that it is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.

## PROCUREMENT RIGHTS

The State of New York DOCCS reserves the rights for the following:

1. Reject any and all bids received in response to this Solicitation;
2. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts;
3. Correct Bidders' mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the Bidder;
4. Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs;
5. Utilize any and all ideas submitted in the bids received;
6. Negotiate with Bidders responding to this Solicitation within the Solicitation requirements to serve the best interests of the State;
7. Begin contract negotiations with another bidding Contractor(s) to serve the best interests of the State should DOCCS be unsuccessful negotiating a contract with the selected Contractor within 21 days of selection notification;
8. Waive any non-material requirement not met by all Bidders;
9. Not make an award from this Solicitation;
10. Make an award under this Solicitation in whole or in part;
11. Make multiple contract awards pursuant to the Solicitation;
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State;
13. Seek clarifications of bids;
14. If two or more offers are found to be substantially equivalent, the Commissioner of DOCCS, at his sole discretion, will determine award;
15. Withdraw the IFB/RFP at any time, at the agency's sole discretion.

**Please Note:** The State is not liable for any costs incurred by Bidders in the preparation and production of bids or for any work performed prior to the issuance of a contract.

## MANDATORY SITE VISIT:

Each bidder must visit the site prior to the bid opening to familiarize itself with the facilities at the agency. See "Site Inspection" in Appendix B, OGS General Specifications.

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Bidders intending to submit a bid will be required to attend a mandatory site visit, which will include an informational meeting and a tour of the Facility on **June 11, 2020 @ 10:00 am**. This is the only date and time available for inspection. Alternate dates for additional site inspections will not be available. It is recommended that attendees arrive at least thirty minutes prior to scheduled time of the site visit with photo identification.

Due to security restrictions, all Bidders must pre-register for the site visit by contacting **Judith Kurtzworth by e-mail at [Judith.Kurtzworth@doccs.ny.gov](mailto:Judith.Kurtzworth@doccs.ny.gov)** by **12:00 noon on June 10, 2020**.

Failure to attend the mandatory site visit will result in rejection of the bid. Prospective bidders arriving after the substantive portion of the site visit begins (as reasonably determined by the facility manager) will be precluded from attending the site visit, and therefore unable to submit a responsive bid.

In accordance with State Finance Law §139-j(3)(a)(3), this mandatory site visit is covered by the permissible subject matter authorization. A vendor is authorized to speak with representatives other than Designated Contact(s) for the sole purpose of the site visit (to arrange attendance, during the conduct of the visit and to pose questions regarding the site).

The site visit will provide an opportunity for Bidders to see firsthand the existing equipment, the tasks to be performed and the special needs of the facility. Questions during the site visit will be permitted. It is suggested that the bidder note the question and ask at the end of the tour. Completion of the Site Visit Verification Form is required and will be available to sign at the time of the Site Visit.

Verbal answers are not official answers. All questions asked at the conference or after the tour must be submitted via email to the designated contact for this solicitation no later than **6/18/2020**. Official answers to all questions will be distributed in the form of an addendum via email to all attendees of the mandatory site visit. Only answers provided by addendum are considered official.

NOTE: If there are any questions Bidders would like addressed at the site visit, Bidders should submit them in writing, to the designated contact prior to the date of the site visit. Questions during the site visit will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

## SCOPE OF WORK

### OVERVIEW:

The Shock side of facility is powered via (1) incoming 13.2kV Utility electrical service. The incoming switchboard consists of (5) GE Power Vac breakers VB1 models. Protection is provided via (7) GE auxiliary relays model numbers all starting with 12HFA5. There are (5) GE overcurrent relays model MDP0120000DA. Backup Power is provided by (1) 13.2kV generator. There is (1) 130 VDC Battery System Powered by (10) Energys XE-95 batteries

(1) Automatic transfer switch for Fire pump model FTA900-BL150B controlled by controller FTA1350-AE100B.

(15) Pad mounted oil filled transformers.

(3) Dry type transformers (1) GS CAT #T1753H75 (1) GS CAT #T99H112 and (1) Cutler Hammer V29M47T49N

Critical buildings that require generator power are powered by these transformers: TR-1, TR4, TR5, TR6, TR11, TR12, TR13, and TR14. The fire pump generator will also need generator power when being serviced.

Non critical buildings powered by these transformers TR-2, TR3, TR7, TR8, TR9, and TR10 do not always need to be powered. These buildings can be without power for up to 10 hours at a time but must be coordinated with facility.

The Annex side of facility is powered via one (1) incoming 13.2kV Utility electrical service. The incoming switchboard consists of (5) Okonite Okoguard Panel Feeders which contains VDC battery system. Backup Power is provided by (1) 13.2kV generator.

(10) Pad Mounted Oil Filled Transformers

(2) dry type transformers both GE model 9T23B3804

There are NO critical buildings on Annex side needing generator power if the outage does not exceed a 24-hour period. If power outage will exceed 24 hours buildings may require generator power. Times of shutdown must be coordinated with the facility.

All equipment is to be serviced using this listed scope of work.

Install UL listed Infra-Red windows in the incoming switchgear cabinets

All work must be bid using prevailing wage rate.

### **PROVIDE A 4-HOUR ARC FLASH AWARENESS TRAINING**

- Provide a 4-hour arc flash awareness training in accordance with OSHA and NFPA 70E 2018 version for up to 20 persons.

### **SERVICE AND TESTING OF MEDIUM VOLTAGE SWITCHGEAR & TRANSFER SWITCHES**

General service and testing includes cleaning, adjustment, inspection, lubrication, minor repairs and electrical testing as applicable.

- Arc chutes removed, cleaned and inspected.
- Arcing and main contacts cleaned, inspected and adjusted.
- All insulated components inspected and cleaned with approved solvents and methods.
- Fuse holders inspected for proper support and mechanical connections.
- Entire unit cleaned and inspected for loose hardware.
- All mechanisms, rollers, latches, etc. inspected and lubricated as appropriate.
- All cubicles vacuum cleaned and inspected. Mechanical linkages, hinges, etc. inspected and lubricated.

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## **SCOPE OF WORK**

(CONTINUED)

- All electrical and mechanical interlock systems tested for proper operation and sequencing.
- All mechanical operational tests performed per manufacturer's recommendations.
- All indicating devices checked for proper operation.
- Contact resistance measurements performed.
- Insulation resistance measurements performed.
- High potential tests performed where applicable.
- All results submitted in formal bound report.

### **SERVICE AND TESTING OF AUTOMATIC TRANSFER SWITCHES**

- Secure and lockout normal and emergency disconnects.
- Remove all arc chutes and pole covers.
- Test and re-calibrate all trip sensing and time delay functions.
- Vacuum clean switchgear and all accessory panels.
- Clean any grime with an approved solvent.
- Clean and lubricate TS coil and operator linkage.
- Inspect all insulating parts for cracks or discoloration.
- Inspect all main and arcing contacts pitting and wear.
- Inspect all control relay contacts for excessive erosion and discoloration due to excessive heat.
- Inspect and clean all add-on panels and accessories.
- Manually operate to check proper alignment, deflection, gap, and wiping action and control contact operation.
- Check all wire connections to transfer switch control, sensing panel and other system components, tighten if necessary.
- Electrically test all power sensing and time delay devices and adjust as necessary.
- Reconnect engine start.
- Re-energize the switchgear and conduct a test by simulating a normal source failure.
- All results will be submitted in a formal bound report.

### **SERVICE AND TESTING OF MEDIUM VOLTAGE VACUUM CIRCUIT BREAKERS**

General service and testing includes cleaning, adjustment, inspection, lubrication, minor repairs and electrical testing as applicable.

- Main contact wear indicators checked for proper dimensions.
- All insulated components inspected and cleaned with approved solvents and methods.
- Entire unit cleaned and inspected for loose hardware.
- All mechanisms, rollers, latches, etc. inspected and lubricated as appropriate.
- Control wiring inspected for insulation damage and loose connections.
- Primary fingers inspected, cleaned and lubricated per manufacturer's recommendations.
- All cubicles vacuum cleaned and inspected. Mechanical linkages, hinges, etc. inspected and lubricated.
- Racking mechanisms adjusted and checked for proper operation.
- Cell fit and element alignment inspected and adjusted.
- Primary and secondary contact wipe adjusted as necessary.
- Shutter mechanism operation verified.
- Contact resistance measurements performed.
- Insulation resistance measurements performed.
- High potential tests performed per manufacturer's recommendations.
- All serviced breakers electrically operated on both test stand and in respective cubicle. prior to be returned to service where applicable.
- All results submitted in formal bound report.

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## **SCOPE OF WORK**

(CONTINUED)

### **SERVICE AND TESTING OF BATTERY SYSTEMS**

General service and testing includes cleaning, inspection, minor repairs and electrical testing as applicable. Specific work includes:

- Inspect for physical damage and proper anchorage of system.
- Visually inspect each cell, battery rack and charger.
- All indicating devices checked for proper operation.
- Check tightness of all electrical connections.
- Clean all cells, racks and charger
- All insulated components inspected and cleaned.
- Record all nameplate data from batteries and charger.
- Clean entire charger and inspect for loose hardware or connections.
- Measure float voltage at each battery terminal.
- Perform battery impedance test.
- Measure intercell connection resistance.
- Measure specific gravity of electrolyte of each cell where applicable.
- Verify proper float and equalize charge voltages. Adjust if necessary.
- Apply equalization charge if required.
- All results submitted in formal bound report.

### **SERVICE AND TESTING OF MOTOR CONTROL CENTERS**

General service and testing includes cleaning, adjustment, inspection, lubrication, minor repairs and electrical testing as applicable. Specific work includes:

- Inspect for physical damage, proper anchorage, and grounding.
- Check tightness of all electrical connections.
- All insulated components inspected and -cleaned.
- Fuse holders inspected for proper support and mechanical connections.
- Entire unit cleaned and inspected for loose hardware.
- Mechanisms, rollers, latches, etc. inspected and lubricated as appropriate.
- Mechanical linkages, hinges, etc. inspected and lubricated.
- All indicating devices checked for proper operation.
- Motor overload relay elements tested by injecting primary current through overload unit and monitoring trip times when applicable.
- Contactor coil resistance measurements performed.
- Contactor will be disassembled, inspected, contacts cleaned and burnished if required.
- Contactor electrical operation verified.
- Auxiliary contacts checked for proper operation.
- Control power transformer tested for proper output voltage.
- Contact resistance measurements performed.
- Insulation resistance measurements performed.
- All results submitted in formal bound report.

### **SERVICE AND TESTING OF OIL FILLED TRANSFORMERS**

- Unit visually inspected for physical damage, leaks and mechanical condition.
- Unit inspected for cracked insulators, tightness of connections, defective wiring, and general mechanical and electrical condition.
- All insulated components inspected and cleaned with approved solvents and methods.
- Verify correct liquid level and positive blanket pressure where applicable.
- Bolted connections torqued where accessible.
- Proper core and equipment grounding verified.

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## **SCOPE OF WORK**

(CONTINUED)

- Contact resistance measurements performed where applicable.
- Auxiliary devices checked for proper operation.
- Insulation resistance measurements performed.
- Turns Ratio tests performed.
- Transformer oil samples to be taken for analysis.
- All results submitted in formal bound report.

### **SERVICE AND TESTING OF DRY TYPE TRANSFORMERS**

General service and testing includes cleaning, inspection, torqueing, minor repairs, and electrical testing as applicable. Specific work includes:

- Covers removed and unit visually inspected for physical damage.
- Unit inspected for cracked insulators, tightness of connections, defective wiring, and general mechanical and electrical condition.
- All insulated components inspected and cleaned with approved solvents and methods.
- Entire unit cleaned and inspected for loose hardware.
- Bolted connections torqued where accessible.
- Proper core and equipment grounding verified.
- Contact resistance measurements performed where applicable.
- Auxiliary devices checked for proper operation.
- Insulation resistance measurements performed.
- Turns Ratio tests performed.
- All results submitted in formal bound report.

### **SERVICE AND TESTING OF LOW VOLTAGE AIR SWITCHES**

General service and testing includes cleaning, adjustment, inspection, lubrication, minor repairs and electrical testing as applicable. Specific work includes:

- Arc chutes removed, cleaned and inspected.
- Arcing and main contacts cleaned, inspected and adjusted.
- All insulated components inspected and cleaned with approved solvents and methods.
- Fuse holders inspected for proper support and mechanical connections.
- Entire unit cleaned and inspected for loose hardware.
- All mechanisms, rollers, latches, etc. inspected and lubricated as appropriate.
- All cubicles vacuum cleaned and inspected. Mechanical linkages, hinges, etc. inspected and lubricated.
- All electrical and mechanical interlock systems tested for proper operation and sequencing.
- All mechanical operational tests performed per manufacturer's recommendations.
- All indicating devices checked for proper operation.
- Contact resistance measurements performed.
- Insulation resistance measurements performed.
- All results submitted in formal bound report.

### **TESTING AND CALIBRATION OF PROTECTIVE RELAYS**

General service testing and calibration includes cleaning, adjustment, inspection, calibration, minor repairs, and electrical testing as applicable. Specific work includes:

- Protective relays removed one at a time.
- Relays inspected for physical damage.
- Cover gasket, glass and case cleaned and inspected for physical damage, foreign material, and moisture.

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## **SCOPE OF WORK**

(CONTINUED)

- Inspect condition of spiral spring, disc clearance and contacts.
- Check mechanical relays for freedom of movement, proper travel, and alignment.
- Clean and adjust contacts where applicable.
- Inspect control wiring for damage and loose connections.
- Insulation resistance measurements performed on control wiring (Not applicable to solid state relays).
- Determine pick-up parameters for each operating element.
- Timing tests performed at three (3) test points.
- Pick-up target and seal-in units checked for proper operation.
- Special tests as required to check proper operation of restraint, directional, differential and other elements per manufacturer's recommendations or instructions.
- Operational trip tests performed on the system as applicable.
- All results submitted in formal bound report.

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder

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BID PRICE PAGE

Bidder shall submit a completed Bid Price Page. Each item must be complete with no lines omitted. Bidder shall not provide alternative pricing or deviate from the Bid Price Page. Alternative pricing methodologies will not be considered and may result in the rejection of the bid.

\_\_\_\_\_ agrees to provide all necessary services  
(Company Name)  
in accordance with the scope of work for the equipment located at **Lakeview Shock Incarceration Correctional Facility** for the prices bid below.

Base Bid\*

A. Inspection, Testing and Maintenance, and Corrective Repairs per scope of work \$ \_\_\_\_\_

B. 4-Hour Arc Flash Safety Awareness Training \$ \_\_\_\_\_

Additional Services\*\*

C. Hourly rate\*\*\* is \_\_\_\_\_/hour x estimated 100 hours = \$ \_\_\_\_\_

D. Material markup\*\*\* \_\_\_\_\_percent x estimated \$2,000 = \$ \_\_\_\_\_

**Grand Total Bid** \$ \_\_\_\_\_

\* The Bid amounts shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs regardless of the amount of time required or the number of visits made to the site.

\*\*Additional Services include "time and materials" cost for any work not covered in the base bid scope. The time and materials portion of the bid shall be represented as an hourly rate for labor, and a percent markup over the Contractors cost for parts and materials.

\*\*\*For evaluation purposes, an estimated number of hours and an estimated dollar value of materials and parts have been provided. These are estimated figures only and the Contractor will be paid only for the actual, fair and reasonable time or materials that are utilized. There is no guarantee on the number of hours or materials estimated for this bid.

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

**PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

**NOTES TO BIDDERS:** FAILURE TO ANSWER THE QUESTIONS WILL DELAY THE EVALUATION OF YOUR BID AND MAY RESULT IN REJECTION OF YOUR BID.

**Please Circle/Enter Answers Below**

- Are prices quoted the same as or lower than those quoted other corporations, institutions and government agencies (including GSA/VA contracts) on similar products, quantities, terms and conditions? See "Best Pricing Offer" in Appendix B, General Specifications.  
If "NO", please explain on a separate sheet.

YES NO

- Do you have a contract with the General Services Administration (GSA) or Veterans Affairs (VA) for products offered? (Check all that apply.)

GSA VA NO

If yes, will you offer New York State pricing equal to or better than your GSA or VA pricing?

GSA VA NO

If yes, a copy of the GSA or VA schedule is required. Have you included a copy?

GSA VA NO

- Person or persons to contact for expediting New York State contract orders: Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

- Person or persons to contact in the event of an emergency occurring after business hours or on weekend/holidays:

State Normal Business Hours (Specify M-F, Sat, Sun): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

Cellular Telephone Number: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**RETURN THIS PAGE AS PART OF THE BID**

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder

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BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:

- 1. Are you a New York State resident business?
- 2. Total number of people employed by your business:
- 3. Total number of people employed by your business in New York State:
- 4. Is your business independently owned and operated?
- 5. **BIDDER'S PRINCIPAL PLACE OF BUSINESS\*:**

YES NO

\_\_\_\_\_

\_\_\_\_\_

YES NO

\*"Principal Place of Business" is the location of the primary control, direction and management of the enterprise.

State of \_\_\_\_\_

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

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Bidder

6. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/Proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/Proposers need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders/Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State Contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public-sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Bidders/Proposers to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this Contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, identify New York State Business(es) that will be used: (Attach identifying information)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROCUREMENT LOBBYING CERTIFICATION**

By signing, the offerer/bidder affirms that it understands and agrees to comply with the NYS Office of General Services (OGS) procedures relative to permissible contacts , as required by State Finance Law §139-j and §139-k.

Procurement Lobbying information can be accessed at: <https://ogs.ny.gov/acpl/>

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Prior Non-Responsibility Determinations – State Finance Law §139-k**

- 1. Has any Government Entity made a finding of Non-Responsibility against this organization/company? **No Yes**
- 2. If yes, was the basis for the finding of Non-Responsibility due to a violation of SFL§139-j or due to the intentional provision of false or incomplete information to a Government Entity? **No Yes**
- 3. Has any Government Entity terminated or withheld a procurement contract with this organization/company due to the intentional provision of false or incomplete information? **No Yes**

*If yes to any of the above questions, provide complete details on a separate page and attach.*

**Offerer Certification:**

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Procurement Lobbying Termination**

DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notice to the Offeror/bidder in accordance with the written notification terms of the contract.

**NYS REQUIRED CERTIFICATIONS**

**EXECUTIVE ORDER NO. 177 CERTIFICATION**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Contractor hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296 (11) of the New York State Human Rights Law.

**STATE FINANCE LAW § 139-L CERTIFICATION**

Contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the Contractor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

If the Contractor cannot make the foregoing certification, such Contractor shall so state and shall furnish a signed statement that sets forth in detail the reasons that the Contractor cannot make the certification.

**By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certification document and that all information provided is complete, true and accurate.**

<b>Authorized Signature</b>		<b>Date</b>
<b>Print Name</b>		<b>Title</b>
<b>Company Name</b>		
<b>D/B/A – Doing Business As (if applicable)</b>		
<b>Address</b>		
<b>City</b>	<b>State</b>	<b>Zip</b>

**Vendor Assurance of No Conflict of Interest or Detrimental Effect**

The Firm offering to provide commodities/services pursuant to this IFB, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of the obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this IFB;
5. During the negotiation and execution of any contract resulting from this IFB, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this IFB, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this IFB should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationships and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This form must be signed by an authorized executive or legal representative.

**CONTRACTOR CERTIFICATION FORMS**  
***(Pursuant to Section 5-A of the Tax Law)***

**Form ST-220-TD (4 pages)**

***If filing with the Department of Taxation & Finance for the first time, or previously submitted information needs to be updated, these 4 pages must be removed from this bid, completed, signed and submitted directly to the Department of Taxation and Finance.***

***Form available at:***

**[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)**

**Form ST-220-CA (2 pages)**

***Regardless of whether ST-220-TD is being filed/updated for this bid or not, these 2 pages must be completed, signed and returned with this bid.***

***Form available at:***

**[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)**